

Please join us for

COCKTAILS & OYSTERS

Saturday, October 8, 2005

5:30-7:30 pm

1991 California, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23

Berkeley, California, 94710

and 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

RSVP jim@jim.com

Jen & Jim

Deepak,

Stop by for
a drink.

By the way
Jennifer is living
with me.

Jim

FIXED TERM RESIDENTIAL LEASE

(For Rent Control Units in Berkeley)

1. **PARTIES:** This Agreement is made and entered into as of 9/26/2018, by
and between PICANTE (hereinafter, "Owner"), and

Initial

_____(hereinafter, "Tenant[s]").

2. **PREMISES:** Subject to the terms and conditions below, Owner rents to Tenant(s), and Tenant(s) rents from Owner, for residential purposes only, the premises located at 1330 Sixth St. Apt. A Berkeley, California 94710.

Initial

3. **TERM:** The rental shall begin on 11/1-2018, and shall continue for a period of One Year (hereinafter "period"), expiring on 10/31/2019 (hereinafter "expiration date"). Tenant shall give thirty 30 days prior written notice to Owner informing of his/her exact move out date prior to the expiration date of this Agreement. If Tenant fails to provide notice of their intention to move out at least thirty (30) days prior to the expiration date and not more than ninety (90) days prior to the expiration date, then this Agreement shall be renewed for another month and become a month-to-month rental Agreement under the same conditions of the original Agreement.

Initial

Should Tenant vacate before expiration of the term, Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Owner collects or could have collected from a replacement tenant by reasonably attempting to re-rent.

4. **RENT:** On signing this Rental Agreement, Tenant(s) shall pay to Owner the sum of _____, for the period of 11/1/2018 through 11/30/2018. Thereafter, Tenant(s) shall pay to Owner a monthly rent in advance on the first day of each month. One full year after this Agreement becomes effective, rent for this unit shall subsequently increase annually, effective January 1, in the amount of any annual general adjustments approved by the Berkeley Rent Stabilization Board. Rent may also increase at other times, as may be ordered or authorized by the Rent Board. Owner shall provide Tenant with a 30-day Notice in writing of rent increase as required by law. However, rent will not be increased for the initial term of this Rental Agreement. Rent shall be paid to PICANTE 1328 Sixth St. Berkeley, California 94710.

Initial

Rent may be paid by electronic fund transfer, check, certified funds, or money order. Rent payment on checks, money orders, or any type of payment of rent from persons not part of this Agreement will not be accepted. In the event that rent is accepted from persons not Tenants under this Agreement, it will not constitute a waiver of future enforcement of this provision nor will it be considered an admission by Owner that such person is a tenant under this Agreement or any other written or unwritten agreement.

5. **LATE CHARGES:** If Tenant(s) fail to pay the rent in full within two days after it is due, Tenant(s) shall pay Owner an initial late charge of \$ 50 plus \$ 20 for each additional day that the rent continues to be unpaid. The total late charges for any one-month period shall not exceed \$ 650. By this provision, Owner does not waive the right to insist on payment of the rent in full on the day it is due. Owner may report late payments to credit reporting agencies. Under no circumstances shall Owner be liable for any damages or injuries relating to such reporting. A breach of this paragraph is considered material and good cause for eviction under the Berkeley Rent Stabilization Code.

Initial

6. **RETURNED-CHECK CHARGES:** In the event any check offered by Tenant(s), or

Initial

either of them, to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds or a closed or nonexistent account, Tenant(s) shall pay to Owner a check-return charge in the amount of \$ 25.00. If two checks are dishonored within any 4-month period, rent shall thereafter be paid by certified funds or by cashier's check. The charges discussed in this paragraph are in addition to the regular monthly rent payable by Tenants. Landlord and Tenants agree that these charges are presumed to be damages sustained because of Tenants' late payment of rent or dishonored checks and not merely a penalty. It is agreed that it would be impractical and difficult to ascertain the amount of actual damages to Landlord by reason of late payments or dishonored checks; the sums stated, therefore, are agreed upon as liquidated damages.

7. **DEPOSIT:** On signing this Agreement, Tenant(s) shall pay to owner the sum of _____ and cleaning as that term is defined by section 1950.5 of the California code. Tenant(s) or either of them, may not, without owner's prior written consent, apply this security deposit to rent or to any other sum due under this Agreement. Within three weeks after Tenant(s) have vacated the premises, Owner shall furnish Tenant(s) with an itemized, written statement of the basis for and the amount of, any of the security deposit retained by the Owner. Owner may withhold only that portion of Tenant(s) security deposit necessary (a) to remedy any default by Tenant(s) in the payment of rent, (b) to repair damages to the premises exclusive of ordinary wear and tear, and or (c) to clean the premises if necessary, and or (d) to cover charges for late payment of rent and returned checks, as described in the Paragraph above. Check for refund of deposit shall be made payable to all the above-named Tenant(s), and only those Tenant(s) named under Paragraph 1. Owner shall pay to Tenant(s) interest on the security deposit in December of each year in accordance with applicable provision of the Rent Stabilization Ordinance. Upon move-out tenant will be charged rent until the day keys are returned to the owner at 1328 Sixth St. Berkeley, California 94710 or designated place of the Owner's choice if Tenant is informed in writing of such designation.

If the Agent for the Owner applies all or any portion of Deposit during the term of this Agreement to make necessary repairs to the premises, Agent for the Owner may demand that Tenant(s) replenish the full amount so applied. Failure by the Tenant(s) to replenish such amount five days after written demand by the Agent for the Owner will constitute a material breach of this Agreement.

8. **UTILITIES:** Tenant(s) shall be responsible for payment of all utility charges, except for the following, which shall be paid by owner: _____. Tenant shall be responsible for payments of all other utility charges not paid by the Owner, including new service charges, hook-up charges, and deposits.

9. **USE AND OCCUPANCY:** The premises are to be used only as a private residence for Tenant(s) listed in clause 1 of this Agreement and for no other purpose without owner's prior written consent that may be unreasonably withheld. Guests may stay up to ten days in any six-month period if they register with the Manager or Owner after the third day. Occupancy by guests staying more than ten days is prohibited without Owner's written consent. Guests staying more than ten days without written consent of Owner shall be considered a material breach of the terms of the Agreement and, in such event, Owner shall have the right to terminate this rental Agreement. Any attempt to add any name to the postal delivery system for the unit, or to the telephone or other utility for the unit shall constitute a material breach of this Agreement.

10. **NON-SMOKING:** Tenant(s) understand that these premises are a non-smoking building. Therefore, no smoking is permissible within the apartment or on the building grounds. Smoking is prohibited in Tenant's unit and all common areas of the residence per Berkeley Municipal Code Section 12.70.037.B. It is a violation for Tenant or any




other person subject to the control of the Tenant or present by invitation or permission of the Tenant to engage in smoking in the Tenant's unit or any common area of the multi-unit residence. This smoking prohibition is a material term of the Lease/ Rental Agreement and breach of a material term by the Tenant may constitute "good cause" for eviction under the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance (Berkeley Municipal Code, Chapter 13.76.130).



11. **CONDITIONS OF PREMISES:** Tenant(s) acknowledge that they have examined the premises, including carpets, window coverings, paint, and appliances, and have found them to be in good, safe and clean condition and repair, except as otherwise noted in the "Check In-Check- Out List" attached to this Agreement. Tenant(s) agree to (1) keep the premises in good order and repair, and, upon termination of tenancy, to return the premises to Owner in a condition substantially identical to that which existed when Tenant(s) took occupancy, except for ordinary wear and tear; (2) notify owner in writing of any defects or dangerous conditions in or about the premises of which they become aware; and (3) reimburse to Owner, on demand by Owner or his or her agent, for the cost of any repairs to the premises made necessary by damages caused by Tenant(s) or their guests.

Tenant(s) agree to immediately notify Owner in writing of any defects, damages, dilapidation or dangerous condition arising during tenancy under this Agreement, including any that may affect the habitability of the premises. Tenant(s) shall at Tenant(s)'s expense keep and maintain the premises in clean, orderly, sanitary and good condition at all times and shall not permit the premises, including woodwork, doors, walls, fixtures, furnishings, appliances or exterior surfaces contained therein to be damaged, depreciated or altered in any manner, and shall pay for any loss, breakage, damage or breakage thereto, whether caused by Tenant(s) or guest(s) of the Tenant(s). Normal wear and tear is excepted. Under no circumstances shall the accumulation of dirt in any form be considered normal wear and tear. Tenant(s) is absolutely responsible for replacement of any and all glass and doors which are broken or damaged during the tenancy. Tenant(s) shall also be responsible for payment of repairs to any common area damaged by Tenant(s) action, or by the action of any associate or acquaintance of the Tenant(s). In deducting damages from security deposit, Owner may also deduct cost of lost rent for the days that the Tenant(s) unit is off the market during the time repairs are made.



12. **POSSESSION:** The failure of Tenant(s), or either of them to take possession of the premises shall not relieve them of their obligation to pay rent. In the event Owner is unable to deliver possession of the premises to Tenant(s) for any reason not within Owner's control, including but not limited to failure of prior occupants to vacate as agreed or required by law, or partial or complete destruction of the premises, Landlord shall not be liable to Tenant(s), except for the return of all sums previously paid to Landlord by Tenant(s), in the event that Tenant(s) choose to terminate this Agreement as a result of Landlord's inability to deliver possession.

13. **ASSIGNMENT AND SUBLETTING:** Tenant(s) shall not let, sublet or assign all or any portion of the premises or Tenant(s) interest therein nor shall Tenant(s) advertise the premises as being available for rent. Any name, other than those of the Tenant(s), placed on the mail receptacle for the unit rented to Tenant(s) shall be deemed to establish a violation of this section. If the listing for the telephone service on the premises during the term of this lease, whether such listing is in the published telephone directory or is maintained with the telephone company's directory assistance service, contains any name other than those of Tenant(s), such listing shall be deemed to have established a violation of this section. Any stay by any guest for a period longer than 10 days in a six (6) month period shall be deemed a violation of this paragraph and paragraph 9. Owner

Initial

may unreasonably withhold consent for any request to sublease or assign their premises. Any attempt by Tenant(s) to assign or sublet any portion or all of Tenant(s) interests in this Agreement or the premises without first requesting and obtaining Owner's advance written permission will be null and void and ineffective to transfer such interest to any person or entity and shall not relieve obligations of Tenant(s) under this Agreement. Any such attempt shall be a material breach of this Agreement.

In the event that a material breach of this Agreement occurs and interest in this Agreement is found to be transferred, the successor(s) in interest are deemed to be subtenants of the Tenant(s) of this Agreement. The assignees in interest are not an "original tenant" under this Agreement. The departure of the last of Tenant(s) under this Agreement will be a "vacancy event" under the law.

Initial

14. **PETS:** Neither Tenant(s) nor guests shall keep or bring into the premises or the complex, including the grounds thereof, any animal, bird, or pet of any kind or nature, except those working animals of disabled tenant or guests of tenant without the prior written consent of the landlord, which may be unreasonably withheld.

Initial

15. **ACCESS FOR INSPECTION, REPAIRS, AND EMERGENCY:** Tenant(s) agree that Owner or Owner's agents may enter the premises in the event of any emergency, or to make repairs or improvements, supply agreed services, or exhibit the premises to prospective purchaser(s), lender(s), or tenant(s), and allow access to inspector(s) or contractor(s). Except in case of emergency, Tenant(s) abandonment of the premises, or court order, Owner shall give Tenant(s) reasonable notice of intent to enter and shall enter only during reasonable hours; reasonable hours shall be defined Monday through Friday as 8:00 a.m. to 6:00 p.m., Saturday as 10:00 a.m. to 5:00 p.m., and Sunday as 12:00 p.m. to 4:00 p.m. Reasonable notice is generally presumed to be 24 hours, if feasible. In order to facilitate Owner's right of access, Tenant(s), or either of them, shall not, without Owner's prior written consent, add, alter or re-key any locks to the premises. At all times, Owner or Owner's agent shall be provided with a key or re-keys capable of unlocking all such locks and gaining entry. Tenant(s) further agree to provide instructions on how to disarm burglar alarm system in the event that Tenant(s) install their own alarm system.

Initial

16. **QUIET ENJOYMENT & HOUSE RULES:** Tenant(s) shall be entitled to quiet enjoyment of the premises; Tenant(s) shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant or nearby resident. Tenant(s) at all times shall be responsible for the conduct of guests while in, on, or about the premises or in and about the premises. Further, Tenant(s) and his/her guests upon the premises agree to:

- Not use the premises in such a way as to violate any law or ordinance.
- Keep from making loud noises, play loud music, or otherwise disturb, annoy, or interfere with the quiet enjoyment of other tenants or neighbors.
- Keep yards, walks, and garden areas clean.
- Park only in assigned spaces and keep the space clean and free of oil drippings.
- Not repair their cars on the premises if such repairs will take longer than one day.
- Not use any water-filled furniture.
- The property shall be reasonably quiet at all times; additional care should be taken during the period after 10:00 p.m. and before 8:00 a.m. Running, playing in halls or on stairs, slamming of doors, etc., will not be permitted. The volume of radios, televisions, stereos and similar devices must be held to a reasonable minimum.
- Care should be exercised by all Tenant(s) at all times and in all places in and about the property.
- Use of bicycles, big wheels, skateboards, roller skates, and similar devices is strictly

prohibited on the property, except in those areas designated for such use. Bicycles, etc. are not to be stored under stairs or on walkways, in compliance with local fire code regulations. Storage of such devices in and about the grounds is prohibited, except in designated areas.

- Damage to apartments or the property caused by Tenant(s) negligence or that of Tenant(s) guest or visitor will be charged to the Tenant(s). To that end, do not use severe cleaning agents, such as scouring powder on paint, enameled woodwork, walls, appliances, etc.
- Plumbing stoppage is responsibility of the Tenant(s). Do not throw any object in toilet or disposal that may cause plumbing failure. Grease is known to cause plumbing failure and should not be poured into the disposal or sink.
- Use of non-conforming window coverings, window displays, foil reflectors, awnings, etc. is prohibited.
- Laundry Facilities:
 - Washer and dryer are provided for Tenant(s) use only.
 - All lint and empty containers must be placed in trash receptacles.
 - Tenant(s) are responsible for wiping the machines clean after each use.
 - Management does not assume responsibility for clothes left in laundry area.
 - Management does not assume responsibility for negligence or abuse in the use of laundry equipment.
- Parking:
 - No parking in the garage area, unless Tenant(s) has written authorization from the Management. *Parking allowed in the PICANTE parking lots. Jm*
 - Violators will have their cars towed away at their expense.
 - Visitors are not to park on property.
- Consumption of alcohol is prohibited in common areas of the property.
- Landscaping: Tenant(s) should exercise care to protect landscaped areas and should walk on designated paths. Do not walk across landscaped areas. Do not disturb flowers. If you notice excessive watering or broken sprinkler heads, please report same to Management.
- Tenant(s) agree not to use the premises for any commercial enterprise or for any purpose which is unlawful, against city ordinances, or which would injure the reputation of the building or occupants in any way.
- Tenant(s) shall keep the premises and its equipment and contents in a reasonably clean and neat condition at all times. All refuse and garbage shall be deposited by Tenant(s) in the proper receptacles as provided and Tenant(s) shall cooperate in keeping the refuse area neat. Tenant(s) shall be responsible for disposing of articles of such size or nature as are not acceptable by the rubbish hauler for the building.
- No signs, laundry, or articles of any kind are to be hung or displayed by Tenant(s) on the exterior of the premises, except for laundry in an authorized laundry drying area.
- Personal items, such as brooms, mops, bicycles, towels, tools, etc., must be stored inside Tenant(s) premises. Patio and balcony areas shall not be used for storage of any Tenant(s) personal property.
- Barbecuing, outside cooking, and picnicking is prohibited.
- Tenant(s) are cautioned to lock their doors each time they leave.
- Tenant(s) are not to store gasoline or other combustible materials on the premises.
- Management should be notified at once in writing of any building defects, breakage, or maintenance problems.
- Soliciting is not permitted without Management's approval. Tenant(s) are requested to notify Management if solicitors bother them.
- Tenant is responsible for the behavior of their family and/or guests and must make certain that they abide by the provisions stated herein as well.
- Defrost the refrigerator according to the manufacturer's instructions. Most refrigerator repairs are not economically feasible. If Tenant(s) damages the refrigerator as a result of improper defrosting, use or abuse, Tenant(s) agrees to reimburse Landlord for the cost of buying a new replacement refrigerator.

- Tenant(s) understands that there will be a charge for leaving waste upon the property, including oversized cardboard boxes. Always dispose of trash, recycling and compost by placing it in the appropriate bin provided. Do not dispose of any appliance, such as old TVs, computer components, fans etc., or furniture at these premises. Use the trash receptacles only for household trash. Compress any cardboard boxes or bulky trash before putting them in the bin provided.
- Not to park on driveways at any time. Not to allow visitors' cars inside parking spaces. Not to park in other's parking spaces.
- Tenant(s) agree that Landlord has the right to contact any person whose credit was used in order to secure this Agreement regarding any issue concerning this Agreement.

Initial

17. **REPAIRS AND ALTERATIONS:** Except as provided by law or as authorized by the prior written consent of Owner, Tenant(s) shall make no alterations or do any painting or decorating without the prior written consent of Owner. No foil, poster, or similar display shall be affixed to any door, window or exterior wall that is visible from the outside of the premises. All costs associated with restoring unauthorized alterations or making improvements to original condition shall be paid by Tenant(s). Tenant(s) shall not, without Owner's prior written consent, re-key or install any locks to the premises or install or alter any burglar or fire alarm system. Owner must be furnished with duplicate keys for all locks Tenant(s) existing or installed in the premises.

Initial

18. **SMOKE DETECTOR:** This dwelling is supplied with smoke and carbon monoxide detectors approved for use in California by the State Fire Marshal. Tenant(s) agrees to test the detectors and ensure that the detectors have viable batteries. Tenant(s) shall inform Landlord in writing immediately of any defect, malfunction, or failure of any of the detectors. Tenant(s) agrees not to tamper with the detectors in such a way as to render the detectors ineffective.

Initial

19. **NOTICE OF RIGHT TO INSPECTION:** Pursuant to California Civil Code § 1950.5, you have the right to request the Owner make an inspection of the premises prior to the termination of your tenancy for the purpose of giving you an opportunity to remedy deficiencies, in order to avoid certain deductions from your security deposit. This inspection can be conducted no earlier than two weeks prior to the termination of your tenancy and can be requested no earlier than three weeks prior to the termination of your tenancy.

Initial

20. **DAMAGE TO PREMISES AND FINANCIAL RESPONSIBILITY:** In the event the premises are damaged by fire or other casualty that render the premises uninhabitable, Owner shall follow the requirements of the Relocation Ordinance (BMC Chapter 13.84), the Demolition Ordinance (BMC Chapter 23C.08), and other applicable state and local laws. Owner shall not be required to make any repairs to, or replacements of, any property brought onto the premises by Tenant(s). Tenant(s) agree to accept financial responsibility for any damage to the premises from fire or casualty by Tenant(s) negligence. Tenant(s) shall carry a standard renter's insurance policy from a recognized insurance firm, or, as an alternative, warrants that they will be financially responsible for losses not covered by Owner's fire and extended coverage insurance policy. Damages or plumbing stoppages caused by Tenant(s) negligence or misuse will be paid by Tenant(s).

21. **BASE RENT:** Rent, as described in paragraph 4 above, is not paid in consideration of the use of any of the following: Elevator, laundry room, backyard, parking garage, common area watering faucets or spigots, planters in hallways, garden areas, patios, balconies, or porches (even if the primary access point is from within the premises). Rent does not include these services or use of the facilities here described as part of the services or provided to you and your household. Owner has no obligation to provide

Initial
Initial

these services or facilities as part of this Agreement. The providing of these services and facilities, however, does not serve as a waiver of this clause.

22. **WAIVER OF CLAIMS AND INDEMNIFICATION:** Tenant(s) hereby waive any claims against Owner for injury or death to any person or damage to any property in or about the premises from any cause whatsoever, unless due to Owner's willful misconduct. Without limiting the generality of the foregoing, Tenant(s) expressly release Owner from any liability for loss or damage to property of Tenant(s) arising out of water leakage, breaking pipes, theft or other criminal activity. Landlord is not liable for loss or damage to Tenant(s)'s personal property. Tenant(s) shall defend and indemnify Owner from and against any and all claims of liability for injury or death to any person, or damage to any property, caused in part or in whole by the act of omission of Tenant(s) to keep the premises in good condition and repair in accordance with the terms hereof.

Initial

23. **FINANCIAL RESPONSIBILITY:** Tenant(s) agree to accept financial responsibility for any damage to the premises from fire or casualty caused by negligence or accident by Tenant(s). Landlord recommends that Tenant(s) carry a standard renters' insurance policy from a recognized insurance firm. Costs of repairs for plumbing damage or stoppage caused by negligence or misuse by Tenant(s) will be paid by Tenant(s).

Initial

24. **MEGAN'S LAW:** Notice: The California Department of Justice, sheriffs' departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Initial

25. **MATERIAL CLAUSE:** It is understood and agreed that breach by Tenant(s) of any paragraph of this Agreement would constitute a material breach of covenant and good cause for eviction under Berkeley's Rent Stabilization and Good Cause for Eviction Ordinance.

Initial

26. **RECEIPT OF LEGAL DOCUMENTS:** Owner or the person signing this Agreement on Owner's behalf is authorized to manage the premises, and is authorized to act for and on behalf of Owner for the purposes of service of process and for the purpose of receiving all notices and demands, at the address indicated below by Owner/Agent's signature herein.

Initial

27. **ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the parties, and no promises or representation, other than those contained herein and those implied in law, have been made by Owner or Tenant(s).

Initial

28. **GENERAL:** Time is of the essence of this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, and pronouns shall be taken to refer to parties in the appropriate gender, where the context requires. This Agreement shall be binding and shall inure to the benefit of the heirs, administrators, successors, and assigns of all the parties hereto subject to the terms of the assignment or subletting of this Agreement, and all of the parties hereto shall be jointly and severally liable hereunder. No oral Agreements have been entered into, and this Agreement shall not be modified unless such modification is in writing. Waiver by Owner of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable.

Initial

Initial

29. **PARKING:** Parking is **not** part of this Agreement.

N/A

30. **ADDITIONAL PROVISIONS:** The following documents attached to this Agreement are part of this rental Agreement; mold addendum, house rules, asbestos disclosure, proposition 64 disclosure, lead based paint disclosure, and emergency procedure information for Tenants.

Owner/Agent: James Maser for PICANTEX

James Maser

Date: 9.26.18

Address:

1328 - Sixth St. Berkeley

Phone:

Tenant(s):

Date:

Phone:

Date:

Phone:

Date:

Phone:

The following Addendums are incorporated into and part of the Rental Agreement/Lease to which they are attached. They pertain to Mold Notification, Lead Paint Disclosure, Asbestos, Mediation, and Ceilings. Also attached: Move-In Information for use of Tenant(s), Emergency Procedures, and a CA Proposition 65 Warning.

ADDENDUM to RENTAL AGREEMENT/LEASE AGREEMENT

PERTAINING to MOLD NOTIFICATION

It is our goal to maintain the highest quality living environment for our Tenant(s). Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenants regularly allow air to circulate in the apartment. It is also important that Tenants keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- to keep the unit free of dirt and debris that can harbor mold.
- to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
- to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
- to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
- to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
- to use exhaust fans whenever cooking, dishwashing, or cleaning.
- to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
- to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
- to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Tenant.
- to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees and associated court costs that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises.

Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards


LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure:

a) Presence of lead-based paint and/or lead-based paint hazards. **Check (i) or (ii) below:**

i. Known **lead-based paint** and/or lead-based paint hazards are present in the housing (explain): _____

 ii. Lessor has **no knowledge of** lead-based paint and/or Lead-based paint hazards in the housing.

b) Records and reports available to the lessor. **Check (i) or (ii) below:**

i. **Lessor** has provided the lessee with all available records and reports pertaining to **lead-based** paint and/or lead-based paint hazards in the housing (list documents below).

 ii. Lessor has **no reports or records** pertaining to lead-based paint or lead-based paint hazards in the housing.

Lessee's Acknowledgment:

Lessee has received the pamphlet, "**Protect Your Family from Lead in Your Home.**"

ADDENDUM to RENTAL AGREEMENT/LEASE AGREEMENT
PERTAINING to ASBESTOS

THIS AGREEMENT is made and entered into between "Owner/Agent" and Tenant. Tenant is renting premises from Owner/Agent.

(Owner/Agent: check one)



☒ This property **may** contain asbestos.

OR

☐ This property contains asbestos. This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

ADDENDUM to RENTAL AGREEMENT/LEASE AGREEMENT
PERTAINING to MEDIATION

- A. Consistent with Paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would be otherwise available to that party in any such action.
- B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

ADDENDUM to RENTAL AGREEMENT/LEASE AGREEMENT

PERTAINING to CEILINGS

- i. Tenant or the Tenants' guest(s), employees, and contractors shall not take or permit any action that in any way damages or disturbs the premises or any part thereof, including, but not limited to:
 - ii. piercing the surface of the ceiling by drilling or any other method;
 - iii. hanging plants, mobiles, or other objects from the ceiling;
 - iv. attaching any fixtures to the ceiling;
 - v. allowing any objects to come in contact with the ceiling;
 - vi. permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
 - vii. painting, cleaning, or undertaking any repairs of any portion of the ceiling;
 - viii. replacing light fixtures;
 - ix. Undertaking any activity that results in building vibration that may cause damage to the ceiling.
- x. Tenant shall notify Owner/Agent immediately in writing (i) if there is any damage to or deterioration of the ceiling in the premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material; water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.

The undersigned Tenant(s) acknowledge(s) having read and understood the foregoing in the following documents: Addendum to Rental Agreement/Lease Agreement Pertaining to Mold Notification, Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards, Addendum to Rental Agreement/Lease Agreement Pertaining to Asbestos, Addendum to Rental Agreement/Lease Agreement Pertaining to Mediation, and Addendum to Rental Agreement/Lease Agreement Pertaining to Ceilings. These addendums are incorporated into and are part of the Rental Agreement/Lease to which they are attached.

Tenant(s):



Date:

Sept 26, 2018

Tenant(s):

Date:

Tenant(s):

Date:

Owner/Agent:

James Maser

Date:

9.26.18

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated 9.26, 2018 between PICANTE (Owner/Agent) and [Signature] (Tenants) for the Premises located at 1330 Sixth St. Berkeley CA 94710.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

[Signature] (Tenant initials)

[Signature] (Tenant initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:

- Resident shall **remove** clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
- Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- Residents shall **avoid using secondhand furnishings that have not been thoroughly inspected for the presence of bedbugs**, especially bed-frames, mattresses and box springs. If rental furnishings are used make sure that the furniture rental company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of rental furniture inventory and trucks used to transport rental furniture. It should also include a predelivery and pre-pickup inspection by the furniture rental company of the premises to which the rental furniture is being delivered. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
- Resident shall **cover mattresses and box springs with zippered covers that are impermeable to bed bugs**. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
- Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
- Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family,

theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.

2. Resident shall report any problems immediately. Specifically, Resident shall:

- **Report any signs of bed bugs immediately.** Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident complies with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully;** those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
- **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
- **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
- **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

California Civil Code § 1954.603(a) – Information about Bed Bugs

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored.

Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and

becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping.

However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

The websites are:

1. <https://www.epa.gov/bedbugs>
2. <http://www.npmapestworld.org/>

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

Sept 26, 2018
Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

MOVE-IN INFORMATION

PACIFIC GAS & ELECTRIC (P. G. & E.) COMPANY: 1-800-743-5000
24 hours a day, 7 days a week. **Contact P. G. &E. one week ahead of
when you want service to begin. www.pge.com, click on For My Home,
Customer Service, Start, Stop or Move Service**

AT&T (phone company): 1-800-310-2355 Mondays-Fridays, 7:00 a.m. –
7:00 p.m., Saturdays, 8:00 a.m. – 1:00 p.m. www.att.com

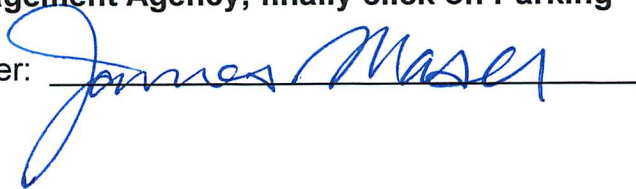
COMCAST (Cable TV): 1-800-**266-2278** or (800) 945-2288 Mondays-
Fridays, 10:00 a.m. – 6:00 p.m., Saturdays, 10:00 a.m. – 2:00 p.m.
www.comcast.com

EAST BAY MUNICIPAL UTILITY DISTRICT (Water): **1 (866) 40EBMUD [1-
866-403-2683]; Emergency, 510-835-3000** Mondays – Fridays, 8:00 a.m. –
4:30 p.m. www.ebmud.com, click **For Customers**, then to **Start or Stop
Service.**

PARKING PERMIT (Berkeley): 510-981-**7243** Mondays – Fridays, 8:00
a.m. – 4:30 p.m. **1947 Center Street, downtown Berkeley**
www.ci.berkeley.ca.us, click on **Popular Topics**, then **RPP: Residential
Parking**

PARKING PERMIT (Oakland): 1-800-500-6484x4 Mondays – Fridays, 9:00
a.m. – 4:30 p.m. www.oaklandnet.com, click **tab to Government**, then
Finance and Management Agency; finally click on Parking

Landlord or Manager: _____

A handwritten signature in blue ink, appearing to read "James Maser", is written over a horizontal line.

CONGRATULATIONS AND BEST WISHES ON YOUR NEW HOME!

**IN CASE OF FIRE
USE STAIRWAY FOR EXIT
DO NOT USE ELEVATOR**

**IF YOU ARE ABLE TO
LEAVE YOUR ROOM**

- Close your unit door, and take your unit key with you.
- If there is smoke, stay low to the ground.
- Use stairways to evacuate.
- Never use elevators during a fire. They could stop at floors that contain fire.
- Handicapped persons should proceed to stairwell for assistance.
- Pull the closest fire alarm and warn other people in the area.
- If there is a telephone available, dial 911.

IF TRAPPED IN YOUR ROOM

- If your front door is hot, don't open it.
 - Call the Fire Department at 911.
 - Wedge cloth material along the bottom of the door to keep smoke out.
 - Close as many doors as possible between you and the fire.
 - Block air conditioning vents if there is smoke coming in.
 - Open windows cautiously so as not to allow outside smoke to enter the room.
- Remember,** if you have broken the window, you cannot close it again if you need to.

Smoke detectors are provided for your personal safety. Anyone who willfully and maliciously tampers with, damages, breaks, or removes any required smoke detector shall be guilty of a misdemeanor. Any person who willfully and maliciously sends, gives, transmits, or sounds any false alarm of fire is guilty of a misdemeanor.



This pamphlet was produced cooperatively by



California Apartment Association
980 Ninth Street, Suite 2150
Sacramento, CA 95814
(800) 967-4222

California State Firefighters'
Association, Inc.
2701 K Street, Suite 201
Sacramento, CA 95816

Mexican American Legal
Defense and Educational Fund
634 South Spring Street, 11th Floor
Los Angeles, CA 90014

Western Center on Law & Poverty, Inc.
2424 K Street
Sacramento, CA 95816

Approved by the California State Fire Marshal



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**IMPORTANT
Do Not Discard**

Emergency Procedure Information for Tenants



This pamphlet is provided by the building management for your safety. It tells you what to do in case of fire in this building. Please read it and retain for reference.

California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law requires that businesses with 10 or more employees warn you prior to knowingly and intentionally exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This brochure provides warning and information regarding exposures to these chemicals that occur in this facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

General – Warning: This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

Foods and Beverages – Warning: Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

Alcohol – Warning: Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.



CALIFORNIA APARTMENT ASSOCIATION

980 Ninth Street, Suite 200

Sacramento, CA 95814

(916) 447-7881

(800) 967-4222 - toll-free phone

(877) 999-7881 - toll-free fax

www.caanet.org



The law firm of Jeffery, Mangels Butler & Marmaro LLP assisted in preparing this brochure. For more information about JMBM and its Rental Housing Industry Practice Group go to www.jmbm.com or call

(310) 203-8080 or (415) 398-8080.

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California's Proposition 65 Warning

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm.

These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

Warning

This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm.

Second Hand Tobacco Smoke and Tobacco Products.

Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.

Furnishings, Hardware, and Electrical Components.

Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

Combustion Sources.

Combustion sources such as gas stoves, fireplaces, and barbeques contain or produce a large number of chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.

Construction and Maintenance Materials.

Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.

Certain Products Used In Cleaning And Related Activities.

Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

Swimming Pools and Hot Tubs.

The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

Paint and Painted Surfaces.

Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

Engine Related Exposures.

The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility. Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control and Landscaping.

Pests control and landscaping products used to control insects and weeds contain resmethrin, mycobutanol, trifluralin and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.



PLEASE FILL THIS FORM AND RETURN WITH IN
10 DAYS AFTER YOUR MOVE IN DATE:

CHECK IN-CHECK OUT LIST

, 2278 Shattuck Ave. Berkeley, CA 94704 TEL: 549-1954

We would like to welcome you as a new resident in our rental property. This inventory Check in and Check out form is for your protection as well as ours. Please take the time to fill in the appropriate spaces. Under California Civil Code 1950.5 your deposit money is refundable only to the extent not used for cleaning, damage or back rent. *You are reminded a written thirty-day notice of termination of lease is required.*

Name: _____ Move-in Date: _____ Move-out Date: _____
Address: _____ Unit: _____ Phone No: _____

ITEMS	MOVE-IN CONDITION	MOVE-OUT CONDITION	COST TO CORRECT
LIVING ROOM&DINING ROOM			
Doors & Locks			
Floors & Baseboards			
Walls & Ceilings			
Windows & Drapes. Blinds			
Electrical Fixtures			
Electrical Switches, Outlets			
Closets			
KITCHEN			
Doors & Locks			
Floors & Baseboards			
Walls & Ceilings			
Windows & Drapes. Blinds			
Electrical Fixtures			
Electrical Switches, Outlets			
Cabinets			
Range & Refrigerators			
Sink			
Dishwasher (if applicable)			
BEDROOM(S)			
Doors & Locks			
Floors & Baseboards			
Walls & Ceilings			
Windows & Drapes. Blinds			
Electrical Fixtures			
Electrical Switches, Outlets			
Closets			
BATHROOMS			
Doors & Locks			
Floors & Baseboards			
Walls & Ceilings			
Windows & Drapes			
Electrical Fixtures			
Electrical Switches, Outlets			
Closets			
Shower			
Lavatory & Tub			
Toilet			
Towel Rack			

MOVE-IN INSPECTION HEREBY ACCEPTED / MOVE-OUT INSPECTION HEREBY ACCEPTED:

Resident: _____ Date: _____ Resident: _____ Date: _____

Manager/Agent: _____ Date: _____ Manager/Agent: _____ Date: _____

Forwarding Address: _____ Tel No: _____

Codes: NCC-Needs complete cleaning REP-Replace SC-Needs spot cleaning SP-Needs spot painting RPR-Repair
PT-Needs Painting SCR- scratched

Berkeley Rent Stabilization Board**2125 Milvia Street, Berkeley, California 94704 TEL: (510) 981-7368 (981-RENT)****TDD: (510)981-6903 FAX: (510)981-4910 E-MAIL: rent@cityofberkeley.info****INTERNET: www.cityofberkeley.info/rent****Notice of Tenant Protection Ordinance**

In March 2017, the City Council adopted the Tenant Protection Ordinance, to prohibit illegal evictions through the use of fraudulent and/or misleading representations, intimidating conduct, and coercive conduct.

Among other things, the Tenant Protection Ordinance prohibits conduct that may coerce a tenant to vacate a rental unit involuntarily. The following is only a summary of the illegal conduct; for a complete list, you are advised to review the attached copy of the Tenant Protection Ordinance, or review Berkeley Municipal Code 13.79.060.

Landlords must not, in bad faith, engage in any of the following conduct:

- Lies, threats, or use of violence to induce a Tenant to move.
- Threats regarding immigration status.
- Disruption of services to the rental unit.
- Interference with the right of privacy, including inquiries about immigration status.
- Abuse of the right of access to the rental unit.
- Exploitation of disabilities or other traits of the Tenant.
- Failure to perform and complete repairs in a timely and professional manner.
- Threats not to perform repairs and maintenance.
- Failure to accept or acknowledge receipt of a Tenant's rent, or to promptly deposit the rent, or to refuse to provide a receipt.
- Violations of the Tenant Buyout Ordinance (B.M.C.13.79.050)
- Engagement of any Tenant in any form of human trafficking as a condition of that Tenant's continued occupancy of a Rental Unit.

Note: A tenant aggrieved by violations of the Tenant Protection Ordinance may bring a civil action in court against the landlord. Violators may be held liable for damages (including emotional distress, and an additional penalty of up to \$5,000 for each violation against any person who is disabled or age sixty-five or over), court costs, and attorney's fees. For violations related to repairs, Tenants must first provide fifteen days' notice of the violations (see B.M.C. 13.79.060.E.2). The City, or the Rent Board at the City's behest, may also file a civil action to enforce the Tenant Protection Ordinance.

If you are experiencing any of the conduct detailed above, you may contact the Rent Board for more information, at (510) 981-7368 or rent@cityofberkeley.info.

This disclosure notice is required to be provided at the inception of any tenancy beginning after April 2017, and must be included with any eviction notice. Failure to include this notice is a defense to unlawful detainer (eviction).